

UNITED STATES DISTRICT COURT,  
SOUTHERN DISTRICT OF NEW YORK

-----X  
SPINN CONSTRUCTION, INC.,

Plaintiff,

-against-

HESTIANIC HOLDINGS, LLC,

Defendant.  
-----X

Case No.:

**COMPLAINT**

**Plaintiff Demands Trial by  
Jury of all Issues in the  
Complaint**

Plaintiff, SPINN CONSTRUCTION, INC., by its attorneys, RICHMAN & LEVINE, P.C., as and for its Complaint against Defendant, HESTIANIC HOLDINGS, LLC, alleges and asserts as follows:

**THE PARTIES**

1. Plaintiff, SPINN CONSTRUCTION, INC., was and still is a corporation duly organized and existing under and by virtue of the laws of the State of New York, with offices located at 41 Madison Avenue, 25<sup>th</sup> Floor, New York, New York 10010.

2. Upon information and belief, at all relevant times, Defendant HESTIANIC HOLDINGS, LLC, was and still is a limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware, with a principal place of business located at Farmers Bank Building, 301 N. Market Street, Suite 1463, Wilmington, Delaware 19801.

**JURISDICTION AND VENUE**

3. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, as the amount in controversy exceeds the sum of \$75,000 exclusive of interest and costs, and because there is a diversity of citizenship between the parties.

4. Venue is proper pursuant to 28 U.S.C. § 1391(b), as a substantial part of the events or omissions giving rise to the Plaintiff's causes of action occurred in this judicial district.

**AS AND FOR A FIRST CAUSE OF ACTION**

5. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "4" of this Complaint as if set forth in full herein.

6. Plaintiff is a home improvement contractor duly licensed by the New York City Department of Buildings.

7. Commencing on or about July 2020, Plaintiff and Defendant entered into numerous agreements (hereinafter the "Agreements") for Plaintiff to perform certain construction services for, and to supply materials to, Defendant in connection with the renovation of Defendant's residential condominium located at 704 Broadway, 9<sup>th</sup> Floor, New York City, N.Y. (hereinafter the "Premises").

8. The parties agreed that Plaintiff would perform said services and supply materials on an expedited basis in consideration of the aggregate sum of \$2,926,559.93, the reasonable value of such services and materials. A schedule of the: (i) work performed (hereinafter the "Work"), the invoices transmitted to Defendant; (iii) the amounts paid by Defendant, and (iv) Defendant's outstanding payments and total outstanding balance, prepared and maintained by Plaintiff in the ordinary course of business, is annexed hereto as Exhibit A.

9. Plaintiff duly performed all of its obligations under the term of the Agreements on its part to be performed.

10. Plaintiff was duly licensed to perform the Work that it performed under the term of the Agreements from in or about October 2020 through November 2021.

11. As a result of the Work, Plaintiff properly invoiced Defendant from October 2020 through February 2022, and Plaintiff was to be paid a total of \$2,926,559.93 by Defendant for the Work.

12. To date, Defendant has only paid to Plaintiff the sum of \$1,644,206.33 for certain of the Work.

13. Defendant breached the Agreements by failing and/or refusing to pay Plaintiff the total amount due and owing to Plaintiff for the Work.

14. Defendant breached the Agreements by failing to pay the amount of \$1,282,353.60, the balance owed by Defendant to Plaintiff for the Work.

15. As a result of the foregoing, Plaintiff has been damaged in the amount of \$1,282,353.60, plus interest accrued thereon from the earliest ascertainable date, together with the costs of this action.

**AS AND FOR A SECOND CAUSE OF ACTION**

16. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "15" of this Complaint as if set forth in full herein.

17. Plaintiff is a home improvement contractor duly licensed by the New York City Department of Buildings.

18. Plaintiff and Defendant had a close commercial relationship given that Plaintiff performed the Work at the Premises.

19. The reasonable value of the Work was \$2,926,559.93, and Plaintiff duly invoiced Defendant for that amount.

20. Defendant has failed to pay for the full amount of the Work, but has retained the benefit of the full value thereof, and, therefore, has been unjustly enriched in the amount of \$1,282,353.60, the fair and reasonable value of the unpaid balance for the Work.

21. It would be against equity and good conscience to allow Defendant to retain the full value of the Work without paying for the outstanding balance due to Plaintiff of \$1,282,353.60.

22. As a result of the foregoing, Plaintiff has been damaged in the amount of \$1,282,353.60, plus interest accrued thereon from the earliest ascertainable date, together with the costs of this action.

**AS AND FOR A THIRD CAUSE OF ACTION**

23. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "22" of this Complaint as if set forth in full herein.

24. Plaintiff is a home improvement contractor duly licensed by the New York City Department of Buildings.

25. From October 2020 to February 2022, Plaintiff duly transmitted invoices and/or statements of account to Defendant for the Work, demanding payment in the amount of \$2,926,559.93.

26. As set forth in Exhibit A hereto, Defendant received and retained certain invoices and/or statements of account for more than sixty (60) days without any objection, or only paid same partially, resulting in a total unpaid balance of \$1,282,353.60.

27. An account has therefore been stated against Defendant in the amount of \$1,282,353.60 and Plaintiff is entitled to payment thereof from Defendant.

28. As a result of the foregoing, Plaintiff has been damaged in the amount of \$1,282,353.60, plus interest accrued thereon from the earliest ascertainable date, together with the costs of this action.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

- (a) On its First Cause of Action, Plaintiff demands judgment against Defendant in the amount \$1,282,353.60, plus interest accrued thereon from the earliest ascertainable date, together with the costs of this action;
- (b) On its Second Cause of Action, Plaintiff demands judgment against Defendant in the amount \$1,282,353.60, plus interest accrued thereon from the earliest ascertainable date, together with the costs of this action;
- (c) On its Third Cause of Action, Plaintiff demands judgment against Defendant in the amount \$1,282,353.60, plus interest accrued thereon from the earliest ascertainable date, together with the costs of this action; and
- (d) For such other, further and different relief as may seem just, proper and equitable to this Court.

Dated: June 27, 2022  
Garden City, New York

RICHMAN & LEVINE, P.C.

By: /s/ Keith H. Richman  
Keith H. Richman, Esq. (KHR 1293)  
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